REPORT TO MAYOR AND COUNCIL



August 22, 2006

NO: 06-279

SUBJECT: Award of Contract Resulting from Request for Proposals No. F0607-01 for a Sunnyvale Library of the Future Study

REPORT IN BRIEF

Approval is requested for the award of a contract to Anderson Brulé Architects, Inc. (ABA) of San Jose to conduct a Sunnyvale Library of the Future Study. The study will include a Community Needs Assessment, Plan of Service and Building Program. It will also assess the current library building and its potential for expansion and make recommendations for a future facility or facilities with cost estimates and funding alternatives.

BACKGROUND

The Board of Library Trustees originated a Study Issue in 2001 to assess future library facility needs. Council approved the Study Issue for the 2002/2003 Council Meeting Agenda Calendar; and RTC 02-435, Consideration of Workplan to Assess Future Library Facility Needs, was presented to Council on November 26, 2002. Council approved a library facility assessment in Fiscal Year 2002/2003. However, the facility assessment was not funded at that time due to the fiscal challenges facing the City. In 2004, a subsequent request for the Study Issue was approved by Council. The work was completed in FY 2005/2006; and on April 25, 2006, RTC 06-117, Report on the Vision for Sunnyvale's Library of the Future and Assess Future Library Facility Needs, was presented to Council, at which time Council gave direction to staff to develop a Request for Proposals for the Sunnyvale Library of the Future study.

In conjunction with the actions noted above, the City has been considering library needs over the last few years and has worked with the community to update the City's 2003 Library Sub-element of the General Plan and create the Vision of the Sunnyvale Library of the Future. Information has been obtained about needs and future trends through focus groups, community meetings, online commentaries and other sources in the fields of librarianship and information systems. Based on past use statistics and from the information gathered from the public, it is expected that demand for library services will continue to grow and change. The product of the requested contract will be a comprehensive study that will address the Sunnyvale community's library needs for the next twenty years.

DISCUSSION

On July 10, 2006, Request for Proposals No. F0607-01 was issued and distributed to more than seventy firms known to have participated in similar studies and/or to have been involved in developing plans for libraries for other jurisdictions. The purpose of the project is to provide a comprehensive study that will assist Council in determining the next steps to develop the plan for the Sunnyvale Library of the Future, including the following tasks:

- Identify the community's needs for library services;
- Recommend service models or plans for delivering library services;
- Identify space, technology, furniture, fixtures and equipment needs;
- Examine the current condition of the existing library and its possibilities for future use and expansion;
- Offer options for a facility or facilities;
- Provide a detailed recommendation for constructing a facility or facilities that will address the community's vision of the library over the next twenty years.
- Examine in detail the cost estimate and funding alternatives to provide the recommended facility and services.

Proposals were received from the following firms:

- Anderson Brulé Architects, Inc. (ABA) of San Jose, CA;
- CO Architects (formerly Anshen & Allen-LA) of Los Angeles, CA;
- HGA (Hamel, Green and Abrahamson) Will Bruder Architects of San Francisco, CA;
- Hidell and Associates Architects of Carrollton, TX;
- Kodama Diseno of San Francisco, CA;
- Paul Murdoch Architects of Los Angeles, CA;
- STK Architecture, Inc. and Providence Associates LLC of San Jacinto, CA and Cottonwood, AZ, respectively; and
- Thomas Hacker Architects Inc., Page + Moris, Ruth Metz Associates of Portland, OR; San Francisco, CA; and Portland, OR, respectively.

Written proposals were reviewed by an evaluation team composed of the following staff members: Susan Denniston, Administrative Librarian; Larry Iaquinto, Superintendent of Facilities Services; David Lewis, Director of Parks and Recreation; Hira Raina, Assistant City Engineer; and Deborah Barrow, Director of Libraries. The proposals were evaluated, based upon the depth of the project team's experience and its relevance to the required study, the proposer's understanding of project requirements, the proposed methodology and management plan for the project, the proposer's ability to meet the City's timeline for completion of the study, and total cost to the City. Proposed costs

ranged from \$89,101 to \$457,820, depending upon each proposer's understanding of the City's needs and its approach to meeting those needs.

Following review of the written proposals, two consultants, Thomas Hacker Architects, Inc., and Anderson Brulé Architects, Inc., were selected for interviews with the City's evaluation team. At the conclusion of the interview process, the evaluation team unanimously agreed that the proposal from Anderson Brulé Architects (ABA) offers the best value to the City for the following reasons:

Anderson Brulé is a local architectural firm with extensive experience in the evaluation and design of library buildings and services in California and the greater Bay area, as described in their RFP response and presentation to staff. ABA also received very high recommendations from its references. The firm clearly has a thorough understanding of the issues and trends affecting public library buildings and services. It has worked with the cities of San José, Redwood City, San Ramon, Newark, and the counties of Contra Costa and Alameda on plans for libraries of various sizes and budgets.

The firm is dedicated and enthusiastic about libraries. ABA's staff is imaginative and innovative. The firm is well known for its groundbreaking work with the City of San José and San José State University on their joint-use library, a concept that had not been tried previously. ABA is particularly proud of achieving the goal of designing the new 500,000 square foot joint-use library in a way that would foster the operation of the library without additional staff. The firm has conducted over 150 library planning and design meetings with community groups, staff and their governing bodies.

According to ABA's presentation, the highlights of the work they plan to do for the City of Sunnyvale will include:

- Inclusive community outreach/input to finalize the Needs Assessment:
- Responsive, creative and comprehensive work to develop the Plan of Service, Building Program, one reuse scenario for the present library building, and two new library scenarios as options for the Council.
- Once an option is selected, the final scenario will be developed according to Council feedback.
- Development of conceptual cost models for each scenario and the option selected by Council.

It is ABA's intent that this study will become the catalyst to achieve the community vision that will be presented to Council in May 2007. According to their proposal, "ABA has the time, talent, experience and enthusiasm to complete this project in a timely and cost effective manner."

Staff agrees and, therefore, recommends award of contract to the firm of Anderson Brulé Architects, Inc. (ABA) for the Sunnyvale Library of the Future Study.

FISCAL IMPACT

Total cost for the study includes:

Professional Fees not to exceed	\$157,920
Reimbursement Expenses not to exceed	\$ 5,000
Project contingency (15%)	\$ 24,438

Total cost not to exceed \$187,358

Funds are available in the Library Foundation Program Grants Account No. 805150.

RECOMMENDATION

It is recommended that Council:

- 1. Award a contract, in substantially the same form as the attached draft and in an amount not to exceed \$162,920, Anderson Brulé Architects, Inc. (ABA) to conduct a Sunnyvale Library of the Future Study; and
- 2. Approve a project contingency in the amount of \$24,438.

Prepared by:

Elaine Wesely Purchasing Officer

Reviewed by:

Mary J. Bradley Director, Finance

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Reviewed by:

Deborah Barrow Director, Libraries

Approved by:

Amy Chan City Manager

Attachment

Draft Consultant Services Agreement

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN

THE CITY OF SUNNYVALE AND ANDERSON BRULE ARCHITECTS, INC., FOR A SUNNYVALE LIBRARY OF THE FUTURE STUDY

THIS AGREEMENT, dated_______, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ANDERSON BRULE ARCHITECTS, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of professional services in relation to the development of a study for the Sunnyvale Library of the Future, including a community needs assessment, plan of service and building program; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. <u>Time for Performance</u>

The term of this Agreement shall be from the implementation of services through the completion of services which is expected to be on or about May 29, 2007, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. <u>Duties of CITY</u>

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT an amount not to exceed One Hundred Fifty Seven Thousand Nine Hundred Twenty and no/100 Dollars (\$157,920.00). In addition, direct expenses will be reimbursed at actual cost up to a total of Five Thousand and no/100 Dollars (\$5,000.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services performed during the previous month. Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Section.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT'S working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. <u>Conflict of Interest</u>

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

7. <u>Confidential Information</u>

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. <u>Compliance with Laws</u>

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT'S employment practices and to all of CONSULTANT'S activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all applicable federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. <u>Independent Contractor</u>

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. <u>Indemnity</u>

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

12. CITY Representative

Deborah Barrow, Director of Libraries, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. <u>CONSULTANT Representative</u>

Pamela Anderson-Brule, President, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. <u>Notices</u>

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY:

Deborah Barrow **Director of Libraries** CITY OF SUNNYVALE

P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Pamela Anderson-Brule, President

ANDERSON BRULE ARCHITECTS, INC.

325 South First Street, 4th Floor

San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. <u>AssignmentSubcontract</u>

Neither party shall assign nor sublet any portion of this Agreement without the prior written consent of the other party.

Termination 16.

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate and reasonable project close-out expenses, such as filing and photocopying. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:	CITY OF SUNNYVALE ("CITY")	
City Clerk	City Manager	
APPROVED AS TO FORM:	ANDERSON BRULE ARCHITECTS, INC ("CONSULTANT")	
City Attorney	By	
	Name and Title	
	By	
	Name and Title	

Project Understanding

Conceptual Scope Narrative

This section includes a comprehensive and coordinated scope narrative aligned to the process map.

Project Initiation

This phase of work will allow the design team to fully understand the objectives of the Core Team and begin to fine tune the work plan as necessary to meet those goals. We will gather and analyze existing information, previous reports and meet with members of the Core Team to prioritize the issues that will need to be evaluated throughout the analysis and planning study. We will also review assessments of the facilities and review all constraints and assumptions to be considered.

Process Plan Validation

ABA will meet with you to validate the proposed scope and fee, and make adjustments to the process through strategic dialogue.

Core Team Formulation Meeting

The Consultant team will prepare for, facilitate and document a Core Team meeting in which we seek to develop the following:

- ⁿ Roles and Responsibilities of the Core Team
 - Scope and Schedule Issues
 - Scheduling of All Activities
- Development of Communication Plan
- Process Participants
 - Community Advisory Committee
 - Staff Participants
 - Development of Outreach Plan and Participants
- Interim Efforts

Research, Data Gathering, Review and Analysis

Following the Project Kick-off, the design team will collect, review, and analyze existing information gathered by the City and Library. Information will include topographical survey, soils report, any prior building system reports, current as-built documentation in CAD format, and energy usage summaries. The team will additionally identify key regulatory contacts and identify any additional needs for information. This data gathering and analysis will form the backbone of the project's analysis and scenario development phases.

In addition, we will collect, review and analyze existing library service delivery, demographic and community information, provided by the City or Library, or available from agreed upon sources, which may include, but are not limited to:

- Sunnyvale Public Library
- General Plan, Transportation Authority Annual Reports and Strategic Plans
- California State Library
- American Library Association, Public Library Association, California Library Association



Project Understanding

- Urban Libraries Council
- Americans for Libraries Council
- OCLC
- United States Census
- State Data Center, State of California Department of Finance
- RAND California
- Cities and Jurisdictions
- Association of Bay Area Governments (ABAG)

The analysis will include historical and current library usage statistics and patterns; service populations and geographic service areas; community history, current characteristics, and future projections; socioeconomic indicators; relevant benchmarks for library services and facilities; and future projections for library service delivery models.

- Analysis of Current and Historic Library Usage and Operational Statistics
- 2. Summary and Detailed Demographic, Service Population and Service Area Analysis and Projections
- 3. Relevant Benchmark Data and Standards for Library Services and Facilities

Community Outreach

The community outreach process is critical to the success of the project, providing the basis for service model innovations and the future facilities needs. Each outreach activity will be designed in collaboration with key Project Team members or Outreach Liaisons. We will use the Outreach Plan conceptualized in the Project Team Kick-off Meeting to identify process participants and the appropriate forums for outreach to ensure broad representation of the service population within the County as a whole, while also focusing on the specific service areas or regions. We will actively reach out and engage not only those individuals who currently rely upon library services, but also those that do not currently use the library to understand their barriers to access.

Throughout the planning process, ABA will continue to make community outreach a high priority to ensure continued communication and to promote support of the planning process and the recommendations for improvements, expansion and any new facilities eventually identified within the Library of the Future Study and Strategy,

The following tools and facilitation techniques will be used to gather input from specific groups and the community at large:

Focus Groups

Key Informant Interviews



Project Understanding

⁷ Community Forums

Community and Stakeholder
Outreach - Focus Groups and Key
Informant Interviews

ABA will work with the Project Team or specific Outreach Liaisons to develop a comprehensive stakeholder list and identify means to engage special group or target audience representatives and specific individuals within the outreach process. A matrix will document all stakeholders and the preferred means of integration within the outreach process for each.

Five Focus Group sessions will be conducted, with a cross section of community members - library users, non-users, students, parents, youth (children and teens), educators, seniors, librarians, business people, health and community service providers, and city and county staff as an example, but not a full list, of those that should be represented.

Interviews with five individuals who either broadly represent the community or a special interest area or group will be conducted. Key Informants will be asked to speak for the community in general, but also may have specific affiliations with the special groups, organizations or interests.

Needs Assessment and Community Outreach - Community Forum ABA will prepare for, facilitate and document a community forum intended to provide opportunity for the community at large to engage in the process and provide input on the topics explored throughout the outreach process.

- 1. Community Forum Preparation, Facilitation and Documentation
- 2. Detailed Memoranda for all Outreach Activities

Service Needs Assessment and Analysis

The needs assessment process will incorporate the following activities to ensure that a full picture of the community's current and futures service needs are analyzed and appropriately projected:

- outreach to the community to assess their needs, expectations and perception of the library and its role in the community now and in the future (focus groups, community forums, key informant interviews, questionnaires and presentations, casual conversations and staff workshops)
- community priorities, special needs, and partners / potential partnering opportunities
- assessment of current collections, programs and services analysis of current and projected demographic data to align services, collections and programs to the service population
- analysis of the city's history, culture, and current / future characteristics
- D observation of service and physical limitations of the existing

Project Understanding

- facility
- development of space allocation and utilization standards to support service delivery model and goals
- development of new service model and service and space standards
- analysis of space needs at each existing or projected facility to accommodate anticipated future services, collections and programs
- concepts for short term alignment of existing conditions to the new service model through adaptive reuse or reconfiguration of existing faculties

Community Characteristics

ABA will develop a description of community characteristics for each discrete service area as well as the whole of Sunnyvale, to include current characteristics and future indicators for change:

- ⁿ History and Heritage
- ^a Culture
- "Live, Learn, Work, Play"
 - Residential Environment and Character / Government Local and Regional Government
 - Educational and Community Services Environment
 - ^a Business Environment
 - Arts, Cultural, and Recreational Environment
- Community Values and Priorities

The impact to future library service needs for each of the elements, above, will be described.

ABA will develop a final draft of the Service Needs Assessments and Analysis Report for distribution to the Project Team for review and comment. ABA will reconcile and incorporate comments, and prepare a final draft.

Core Team Meeting Review Draft Community Needs Assessment

ABA will prepare for, facilitate and document a Core Team meeting to review:

- Needs Assessment Methodology
- Community Analysis
- Analysis of Community Characteristics
- n Analysis of Library Service Needs
- Service Responses and Service Model (Guidelines).
- Service Limitations of Existing Library Facilities
- Physical Limitations of Existing Library Facilities
- Space Needs Assessment

Final Community Needs Assessment

ABA will incorporate any review comments and finalize the Needs Assessment document.

New Service / Operational Model and Service Area Scenarios

ABA will work collaboratively with the Core Team to overlay population projections, transportation plans, relevant general



Project Understanding

plan information and data from other relevant strategic plans and vision statements to identify the future regional population patterns and geographic nodes that will influence service and facilities distribution within the City.

The consultant will prepare the following content for use in an interactive workshop with staff focused on discussing the input from the community and exploring the re-invention of the service model to respond to community needs:

- New Service Model Innovations and Applications of Best Practices
- Potential Service Reponses and Role of the Library in the Community
- Operational Considerations and Planning Concepts
- Future Library Collection, Seating and Technology Assumptions

It would be very interesting to invite other regional library directors to participate in this workshop and provide their experience and perspective, as well as lessons learned in service model development and implementation and facilities master planning.

Staff Workshop on New Service Model
/ Plan of Service

ABA will work with Library staff in a collaborative and interactive forum to review and analyze the result of the research, data gathering and outreach processes to explore and validate the service priorities for the library, as well as the future role of the library within the community. Outcomes will include:

- 1. Community Characteristics Summary and Detailed Information
- 2. Library Service Responses and Priorities
- 3. Library Service Indicators relative to community analysis and outreach
- 4. Operational Considerations of the Service Responses
- 5. Role of the Library in the Community

ABA, in conjunction with Library staff and Core Team, will develop a Library Plan of Service which documents the following:

- ^a Mission Statement
- Goals and Objectives
- ^a Services
- Jurisdiction-Wide Service
- ⁿ Technology

Core Team Meeting Review Draft Plan of Service

ABA will prepare for, facilitate and document a Core Team meeting to review and receive feedback on the Draft Plan of Service.

Final Plan of Service

ABA will incorporate any review comments and finalize the Plan



Project Understanding

of Service document.

Existing Facility Assessment

ABA will coordinate a site visits with our consulting engineers and members of the Core Team if possible. We will interview key staff to help determine physical shortcomings of the structures, systems and building layouts as well as configuration and operational issues that should be addressed as we develop strategies for improvements of these facilities as part of the overall masterplan. We will develop field reports documenting these existing conditions of the properties and potential strategies for improvements and expansion opportunities. Potential strategies will be evaluated as part of a more comprehensive planning process to follow. Outcomes will include:

- 1. Photo Documentation
- 2. Expansion Analysis Diagrams
- 3. Existing Library Facility Field Reports

Building Program

ABA, working with Library and City Staff, will develop a Building Program that includes:

- Overview and Introduction
- n Qualitative Narrative
- General Requirements of the Library Building
- Spatial Relationships
- Summary of Facility Space Requirements
- Space Descriptions
- ° Preliminary Project Budget

Staff Workshop on Building Program

ABA will prepare for, facilitate and conduct staff workshop(s) on the draft building program to validate assumptions and finalize the program document.

Core Team Meeting Review of Draft Building Program The Consultant team will prepare for, facilitate and document a Core Team meeting to review the Library Building Program, identifying incorporation of any further input from the community prior to finalization.

Final Building Program

ABA will incorporate any review comments and finalize the Building Program.

Existing Facility Adaptive Reuse Analysis and Conceptual Cost The consultant team will develop a feasibility analysis, to include a conceptual cost model, for the adaptive reuse of the existing facility to meet the needs, service model and building program established to date.

Core Team Meeting

ABA will prepare for, facilitate and conduct a Core Team meeting to review the emergent concepts, opportunities and constraints identified in the analysis of the feasibility of adaptive reuse of the existing library.



Project Understanding

New Library Facility Scenarios

Community Forum

The consultant team will develop a new library facility scenario, to include a conceptual cost model

ABA will prepare for, facilitate and document a community forum in which we seek to obtain input and feedback on the scenarios for the library of the future, to include adaptive reuse of the existing facility and a new facility, prior to presentation of the study and strategy options to Council.

Review and Final Development Process

Per the process map, ABA will work the Core Team to present the Study and Strategic Facility Options to the City Council, and to incorporate feedback to finalize the preferred strategy for presentation on May 29,2007.

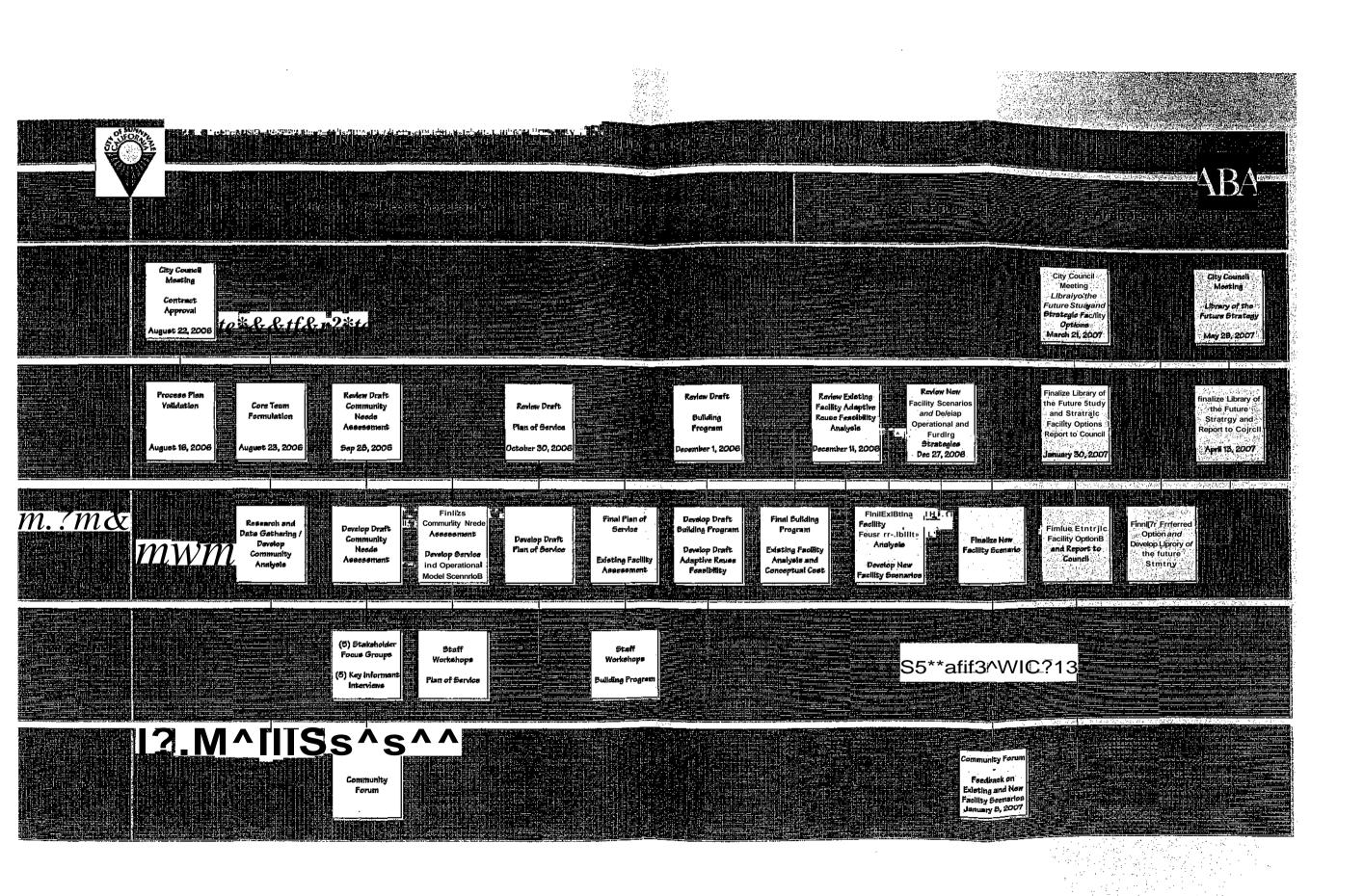


EXHIBIT "B" INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408)730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

CONSULTANT shall take out and maintain during the life of the contract such Commercial General Liability Insurance as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT'S or CITY'S operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY'S Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "CITY, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the contract. Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.